



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

BOARD OF SELECTMEN
MEETING AGENDA
March 19, 2019
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

1. SCHEDULE

- a) Scanlon & Associations - Tom Scanlon

2. RESIGNATIONS / RETIREMENTS

- a) Rick Masjoan, Grafton Highway Department (Retirement)
- b) Rita Whiting, Election Worker (Resignation)

3. APPOINTMENTS

- a) Board of Selectmen - None
- b) Town Administrator - None

4. NEW BUSINESS

- a) Andy Deschenes Change Order, DPW Facility
- b) One Day Beer & Wine License – Grafton Lions Club
- c) Vote to Approve New Position – Conservation Agent/Planner
- d) Vote to Open Town Administrator Contract Negotiations
- e) Vote to Designate a Representative to attend mediation for Prentice Place
- f) Contract Extension - PJ Keating Contract – Brian Szczurko
- g) Gift Account – Establish a K-9 Gift Account
- h) Vote to sign contract – Center for Living and Working ADA Evaluation and Transition Plan
- i) Vote to Approve Charge - Fire Department Study Committee

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

7. DISCUSSION

- a) [Grafton Sustainability Commission – Charge/Membership](#)
- b) FY2020 Budget
- c) Town Administrator Goals

8. MEETING MINUTES

- a) Board of Selectmen

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)
Litigation Update
Litigation Strategy
Union Negotiations
Land Negotiation
Non Union Negotiations
Strategy for Negotiations
Minutes

ADJOURN

1. (a) SCHEDULE - SCANLON & ASSOCIATES

Tom Scanlon, Jr., CPA of Scanlon & Associates will be present to give a brief outline of the town's audit.

NO ACTION NECESSARY

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2(a) RETIREMENTS – GRAFTON DPW

Rick Masjoan of the Grafton Highway Department has submitted his letter of intent to Retire. Rick has been with the DPW for 13 years. His retirement will be effective March 29, 2019.

MOTION:

I move the Board vote to accept the retirement of Richard Masjoan (MassWhan), Grafton Department of Public Works, effective March 29, 2019.

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Richard Masjoan
92 Southbridge Rd.
Charlton, MA 01507
(774)230-7849

Timothy McInerney
Town Administrator
Town of Grafton
30 Providence Rd
Grafton, MA 01519

March 7, 2019

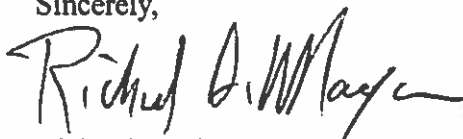

Dear Mr. McInerney,

This letter is to inform you of my effective retirement date. March 29, 2019 will be my last day with the Town of Grafton Department of Public work Highway Division.

The last 13 years have been truly enjoyable and the decision to retire was a difficult one. The professional culture and dedication of the Highway Department is what I will miss most of all. I can only thank the Town of Grafton and I appreciate the experience. I consider myself lucky to be a part of something so important and I will never forget the many projects I have been involved in.

I look forward to my retirement and I know the department will continue to have many successes without me. If I can be of any assistance after my departure, please let me know.

Sincerely,

 
Richard Masjoan

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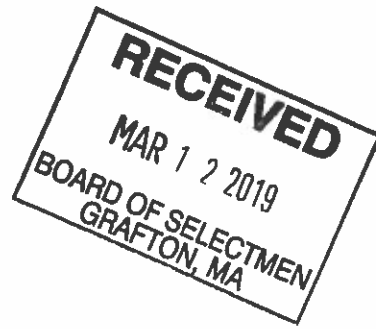
2(b) RESIGNATION – ELECTION WORKER

Rita Whiting has submitted a letter notifying the Board that she is no longer able to fulfill her duties as an election worker and will be resigning immediately.

MOTION:

I move the board vote to accept the resignation of Rita Whiting as an election worker, effective immediately.

March 7, 2019



To whom it may concern,

On February 27, 2019, I was appointed a position as an Election Worker for the Town of Grafton. Regretfully, I would like to submit my formal resignation for this position.

Upon being appointed, I learned more as to what is involved with being an Election Worker and unfortunately this requires more time and responsibility than I am able to commit to at this time.

I appreciate the opportunity that was offered to me, however I do hereby submit my resignation as Election Worker as of March 7, 2019.

Sincerely,

A handwritten signature in cursive script that reads "Rita Whiting".

Rita Whiting
101 Millbury Street
Grafton, MA 01519

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4 (a) NEW BUSINESS - ANDY DESCHENES, DPW FACILITY

Andy Deschenes, OPM for the DPW Building Project will present the Board with a Proposed Change Order (#7). He will give a brief outline before asking for the Boards approval.

MOTION:

I move the board vote to authorize and approve change order #7 for the DPW Facility Project not to exceed _____.

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4 (b) NEW BUSINESS - ONE DAY BEER AND WINE LICENSE

The Grafton Lions Club will be holding a fundraiser on August 24th on the Lions Club Property. A member of the Lions Club will be present to answer any questions you may have. They have the proper insurance in place and a TIPS certified server.

MOTION:

I move the board vote to approve a One Day Beer and Wine License for the Grafton Lions Club for August 24, 2019.

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COMMONWEALTH OF MASSACHUSETTS

TOWN OF GRAFTON

APPLICATION FOR LICENSE

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto: **(FULL NAME OF PERSON, FIRM OR CORPORATION MAKING APPLICATION):**

Grafton Lions Charities, Inc.

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

August 24, 2019

Date(s) for one day events

68 Brigham Hill Road, Grafton

Location

To the Honorable Board of Selectmen; Town of Grafton, Massachusetts

I hereby respectfully submit an application(s) for a license as indicated by (X), for which the fee is enclosed.

- | | |
|---|--|
| <input type="checkbox"/> Garage Class _____ (\$100) | <input type="checkbox"/> Music/entertainment (\$10) |
| <input type="checkbox"/> Hawkers/Peddler (\$25.00) | <input type="checkbox"/> Common Victuallers (\$25) |
| <input type="checkbox"/> Pool Room, 1 table(s) at (\$25) each | <input type="checkbox"/> Inn holders (\$25) |
| <input type="checkbox"/> Bowling, _____ alleys at (\$25) each | <input type="checkbox"/> One Day Beer & Wine (\$25) ** |
| <input type="checkbox"/> Auctioneer (\$25) | <input checked="" type="checkbox"/> One Day All Alcoholic (\$25) |
| <input type="checkbox"/> One Day Auctioneer (\$10) | <input type="checkbox"/> Second Hand Articles (\$40) |
| <input type="checkbox"/> Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side | |

Business Name: Grafton Lions Charities, Inc.

License Holders Name/Title: Deborah M. Perron

Business Address: P.O. Box 111 Grafton MA 01519 (68 Brigham Hill Road, Grafton)

Residential Address: 149 Millbury St. Grafton MA 01519

Phone Number & Email Address: 508-314-1407 debis149@verizon.net

PLEASE COMPLETE THE REVERSE SIDE
Incomplete applications will not be processed

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Grafton Lions Charities, Inc

(Print) Name (of individual or Corporation as applicable)

68 Brigham Hill Rd. PO Box 111

Street Address

Grafton

MA

01519

City/Town

State

Zip Code

Grafton Lions Charities, Inc.

Deborah M Perron (Board of Directors)

* Signature of Individual or
Corporate Name (mandatory)

Re: Corporate Officer
(mandatory, if applicable)

Deborah M Perron

Social Security Number (voluntary) or
Federal Identification Number 02-0123972

This license will not be issued unless this certification clause is signed by the applicant.

Your Social Security/Fed ID number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: 02/21/19

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4 (c) NEW BUSINESS - CONSERVATION AGENT/PLANNER

In an attempt to save money, we are going to try and merge the positions of Conservation Agent and Assistant Planner to Conservation Agent/Staff Planner. A job description is attached for your review.

MOTION:

I move the board vote to adopt the position description for Conservation/Planner as presented.

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Town of Grafton, Massachusetts
Job Description

Position Title:	Conservation Agent/ Planner	Grade Level:	V
Department	Planning and Conservation	Date:	March 19, 2019
Reports to:	Town Planner/Conservation Commission	FLSA Status	TBD

Statement of Duties: The Conservation Agent/Planner is responsible for the professional, technical and administrative work in supporting activities in the Planning Department and serving as principal staff and advisor to the Conservation Commission in carrying out its mandate and mission to protect the community's natural resources including bio-diversity, unique natural areas, wetlands, and other water resources in accordance with Town and/or State laws, rules/regulations and policies, specifically The Wetlands Protection Act and its Regulations, Grafton Wetland Bylaw and its Regulations, and Grafton Stormwater Bylaw and Regulations. Employee is required to perform all similar or related duties.

Supervision Required: Under the general direction of the Town Planner and policy direction from the Conservation Commission, the employee carries out work assignments in accordance with municipal policies and objectives as well as State laws and regulations; the employee is responsible for the development and implementation of short and long-range plans and objectives, department performance standards and assumes direct accountability for department results.

Consults with the Town Planner where clarification, interpretation, or exception to municipal policy may be required. The employee participates in the development of departmental policies, goals, objectives and budgets. The employee is expected to attempt to resolve all conflicts which arise and coordinate with others as necessary.

Supervisory Responsibility: The employee is not typically responsible for the regular supervision of Town employees. The employee may supervise consultants on projects as necessary.

Confidentiality: The employee has regular access on a department-wide basis to confidential information such as law suits and department records that is obtained during performance of regular position responsibilities in accordance with the State Public Records Law.

Accountability: Consequences of errors, missed deadlines or poor judgment may include adverse public relations, monetary loss, environmental damage and degradation, and legal repercussions to the Town.

Judgment: Work is performed based on administrative or Town Bylaws, general principles, legislation, or directives that pertain to a specific department or functional area. Extensive judgment and ingenuity are required to develop new or adapt existing methods and approaches to accomplish objectives and/or to deal with new or unusual requirements within the limits of established guidelines, practices, or policies. The employee is recognized as the Conservation department authority in interpreting regulatory guidelines, in determining how they should be applied, and in developing operating policies.

Complexity: The work consists of employing many different concepts, theories, principles, techniques and practices relating to the conservation field. Assignments typically concern such

Conservation Agent/ Planner

Town of Grafton, Massachusetts
Job Description

matters as studying trends in the field for application to the work; assessing services and recommending improvements; planning long range projects; devising new techniques for application to the work, recommending policies, standards or criteria.

Work Environment: The work environment involves everyday discomforts typical of offices, with regular exposure to outside elements when conducting field inspections. Noise or physical surroundings may be distracting, but conditions are generally not unpleasant. Employee may be required to work beyond normal business hours to attend evening meetings.

Nature and Purpose of Public Contact: Employee has constant interaction with co-workers, the public and with groups and/or individuals who have conflicting opinions or objectives, diverse points of view or differences where skillful negotiating and achieving compromise is required to secure support, concurrence and acceptance or compliance; or one-on-one relationships with a person who may be under severe stress, where gaining a high degree of persuasion may be required to obtain the desired effect. The employee may represent to the public a functional area of the municipality on matters of procedures or policy where perceptiveness is required to analyze circumstances in order to act appropriately.

Occupational Risk: Duties generally do not present occupational risk when performing duties in an office environment. Personal injury could occur when accessing rough terrain in order to conduct field inspections. Examples of personal injury include bruises from falls or muscular strains from lifting or carrying department equipment.

Essential Functions:

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

1. Serves as principal staff member of the Conservation Commission; reviews, observes, and enforces conditions/requirements on projects related to the Wetlands Protection Act, Town Wetland Bylaw, Town Stormwater Bylaw. Duties include conducting field inspections related to filings, pre-construction erosion control, construction, permit compliance monitoring, replications, restorations, enforcement and violations; prepares recommendations (agent's Report) to the commission; attends meetings and assures that legal requirements are met regarding the posting of meeting notices, meeting minutes and other records; provides technical assistance to other Town boards and state and/or federal agencies as requested.
2. Serves as technical advisor to the Planning Board, Town departments, other Town Boards/ Committees on various types of land use development applications and planning issues; prepares reports and submits recommendations as necessary.
3. Reviews all Notices of Intent and Requests for Determination filed with the Conservation Commission in accordance with the Massachusetts Wetland Protection Act and Grafton regulations; conducts pre-hearing site inspections and communicates with applicants and/or applicant representatives prior to hearing. Makes recommendations for revisions as

Conservation Agent/ Planner

Town of Grafton, Massachusetts
Job Description

appropriate.

4. Arranges or conducts review of field delineations, sensitive areas, presence of rare species; engages technical expertise as needed.
5. Maintains department files, application forms, regulations, and applicable websites.
6. Coordinate activities with other Town departments and local and state agencies/groups to ensure proper management of protected lands. Helps to identify local resources, prioritize parcels for acquisition, sets goals and criteria.
7. Periodically reviews Town bylaws pertaining to Zoning, Subdivision Control Law, Wetland Protection, and Stormwater Management Bylaw Regulations, keeping abreast of any bylaw changes in other communities to ensure adequate technical soundness of Grafton bylaws.
8. Researches, pursues, and administers grant and other funding opportunities.
9. Oversees maintenance and permitting use of Conservation Commission lands.

Recommended Minimum Qualifications

Education and Experience: Bachelor's degree, or equivalent; three to five (3-5) years related work experience; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

Desirable Certifications: Certified Wetland Scientist, OSHA 10, and Erosion Control Professional (i.e. EnviroCert CPESC, CPSWQ, or CPMSM)

Special Requirements: Valid Class D Motor Vehicle Operator's license.

Knowledge, Abilities and Skill

Knowledge: Working knowledge of Massachusetts land use laws, specifically Chapter 40A, 40B and Chapter 41, and subdivisions, current principles and practices of land protection and management, the Massachusetts Wetlands Protection Act and regulations, Stormwater Regulations, and other environmental laws or regulations at the local, state or federal level; general knowledge of the statutes and regulations applicable to the jurisdiction of the Conservation Commission; general knowledge of botany and geology; working knowledge of soil types and their functions and the ability to verify wetland boundaries as described in the Massachusetts Wetland Protection Act Regulations. Wetland Flagging Certification is desired but not required. Knowledge of the operation of a personal computer, GIS, office software (word processing and spread sheet applications) and the Internet in support of department operations.

Abilities: Ability to deal effectively and diplomatically with government agencies, Town boards and state or federal agencies, other Town departments, and disgruntled members of the public;

Conservation Agent/ Planner

Town of Grafton, Massachusetts
Job Description

ability to enforce rules and regulations firmly and impartially; ability to communicate clearly in written, oral, and graphic form and to organize departmental activities effectively; ability to identify indigenous wildlife, rare species, vernal pools, certification process, wetland plats, natural communities, and soils. Ability to interpret technical data, read engineering maps and plans and critically analyze information. Ability to effectively use department equipment including but not limited to digital cameras, projector, field tools, office systems (word processing and spread sheet applications) as well as GIS and GPS software systems.

Skill: Proficient skill in the operation of department equipment and personal computer software as described above. Proficient written and oral communication skills.

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical Demands: Work requires some agility and physical strength, such as moving in or about construction sites or over rough terrain and standing or walking for extended periods of time. Occasionally, the employee is required to lift, push, or pull objects or department equipment.

Motor Skills: Duties may involve assignments requiring the application of hand and eye coordination with finger dexterity and motor coordination. Examples include operating a motor vehicle, operating department equipment, using a personal computer, or other department office equipment.

Visual Demands: Visual demands require the employee to constantly read documents for general understanding and for analytical purposes, routinely reviewing non-written materials such as instrumentation for analytical purposes and to determine color differences.

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**4 (d) NEW BUSINESS - CONTRACT NEGOTIATIONS, TOWN
ADMINISTRATOR**

The Board will be asked to open contract negotiations with the Town Administrator and appoint a member for the purpose of negotiating.

MOTION:

I move the board vote to open contract negotiations for the Town Administrator and name _____ as the negotiating member.

4 (e) NEW BUSINESS - DESIGNATE MEDIATION REPRESENTATIVE

The board will be asked to select a member of the board to be the representative for the Prentice Place mediation sessions.

MOTION:

I move the board vote to designate _____ as the board's representative for the Prentice Place mediations.

4 (f) NEW BUSINESS - CONTRACT EXTENSION – PJ KEATING

Paul Cournoyer and/or Brian Szczurko will be present to request an extension to the current Asphalt Paving and Related Services contract with PJ Keating. The extension will be through June 30, 2019.

MOTION:

I move the board vote to extend the Asphalt Paving and Related Services contract with P.J. Keating Company through June 30, 2019.

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P.J. KEATING COMPANY

Asphalt and Crushed Stone
998 Reservoir Road
Lunenburg, Massachusetts 01462-0367
Tel: (978) 582-5200 • Fax: (978) 582-7130

March 12, 2019

Town of Grafton
30 Providence Rd.
Grafton, MA 01519

Attn.: Brian Szczurko

Re: Town of Grafton Asphalt Paving and Related Services Amendment #1

Dear Brian,

Per your phone conversation with Peter Cassanelli of our office we hereby agree to extend the rollover of our above-referenced contract to June 30, 2019.

We look forward to working with the Town of Grafton during the extension period.

Sincerely,

Stephen J. Hughes
Senior Estimator/Project Manager

Andrew Brewer Vice-President PJ Keating Co.
Peter Pavao, Paving Sales Mgr. PJ Keating Co.

abrewer@pjkeating.com
ppavao@pjkeating.com

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An Oldcastle Company

EQUAL OPPORTUNITY EMPLOYER

4 (g) NEW BUSINESS - ESTABLISH A GIFT ACCOUNT – K9 PROGRAM

The board will be asked to establish a gift account for the K9 Program supported at the last Selectmen's Meeting. The account will be used to accept and manage donations for the K9 Unit. The department has already been contacted by several individuals and businesses offering to make contributions to the program.

MOTION:

I move the board vote to establish a K9 Gift Account to be used to manage and accept donations for the program.

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4 (h) NEW BUSINESS: CENTER FOR LIVING AND WORKING

(ADA Self Evaluation and Transition Plan)

The town was awarded a grant from the Massachusetts Office on Disability in the amount of \$35,000 to complete an ADA Self Evaluation and Transition Plan. The 1991 ADA regulation required all public entities, regardless of size, to evaluate all of their services, policies, and practices and to modify any that did not meet ADA requirements. In addition, public entities with 50 or more employees were required to develop a transition plan detailing any structural changes that would be undertaken to achieve program access and specifying a time frame for their completion. Public entities were also required to provide an opportunity for interested individuals to participate in the self-evaluation and transition planning processes by submitting comments.

Having this plan will allow us the ability to apply for construction related grants through the Massachusetts Office on Disability to begin to address the issues brought forth in the plan.

MOTION:

I move the board vote to sign the contract with the Center for Living and Working for the ADA Evaluation and Transition Plan.

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Bid Tally Form

COMPANY	BOND (Y/N)	BASE	ALTERNATE	TOTAL
1 Austin Design,	N/A	\$ 30,000	\$ 4,000	\$ 34,000
2 Center for Living and Working	N/A	\$ 26,200	\$ 2,925	\$ 29,125
3 Institute for Human Centered Design	N/A	\$ 31,798	\$ 3,077	\$ 34,875

SIGNED:  DATE: 3-8-11

TOWN OF GRAFTON

DATE: MARCH 19, 2019

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town,"), and

Center for Living & Working, Inc.
Mike Kennedy, ADA Access & Advocacy Coordinator
484 Main Street, Ste. 345
Worcester, MA 01608

Phone: 508-755-1401
Fax: 508-797-4015
mkennedy@centerlw.org

1. This is a Contract for the procurement of the following:

The contractor will complete the work set forth in "Attachment B: Scope of Services," at the back of this document by June 30, 2019 and as detailed in "Attachment C: Quote Submission Form," as submitted by the contractor on March 8, 2019, and also attached to this document.

2. The Contract price to be paid to the Contractor by the Town is:

\$29,125

3. Payment will be made as follows:

3.1 Fees and Reimbursable Costs combined shall not exceed \$29,125 as more fully set forth in the Contractor Documents.

3.2 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.3 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 Services: shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

4.4 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before June 30, 2019, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. Termination and Default:

8.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract: any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

9. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages,, including but not limited to costs, attorney's fees or other damages

resulting from said breach ("Damages,") as well as specific performance, and the right to select among the remedies available to it by all of the above.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

14. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

15. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

16. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

17. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

19. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

20. Insurance

20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

20.2 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the Town as an additional insured (except Workers' Compensation) The Contractor must provide notice to the Town immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MHA,, or "ACORD,, Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

28. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

29. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

Chairman, Board of Selectmen

Signature

Date

Print Name & Title

Certified as to Form:

Town Counsel

Date

Certified as to
Appropriation/Availability of Funds:

Town Accountant

Date

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CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person,, shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory

_____, whose
name of contractor
principal place of business is at

_____,
_____ does hereby certify under the pains and penalties of
perjury that _____ has
name of contractor

paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Attachment B: Certifications

**Town of Grafton
ADA Self-Evaluation and Transition Plan**

Certificate of Non Collusion

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Non Discrimination and Affirmative Action

The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment, including but not limited to, the Americans with Disabilities Act 42 USC 12101, 28 CFR Part 35, or as amended; 29 USC S.791 et. seq.; Executive Orders 227, 237, 246; MGL C. 151B; and MGL C. 272, S. 92A, S98 et.seq., or any amendments to these provisions. Pursuant to Executive Orders 227 and 246, the Contractor is required to take affirmative actions designed to eliminate the patterns and practices of discrimination including providing written notice of its commitment to non-discrimination to any labor association with which it has an employment agreement, and to certified minority and women-owned businesses and organizations or businesses owned by individuals with disabilities. The Town shall not be liable for any costs associated with the consultant's defense of claims of discrimination.

Public Contracts Debarment

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non- procurement programs from the Commonwealth of Massachusetts, United States Government, and/or the Town of Grafton. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. The Contractor shall provide immediate written notification to the municipality at any time during the period of the contract of prior or prior to the contract award if the Contractor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the municipalities, the contract will be cancelled and the award revoked.

Qualifications

The Contractor represents that it is qualified to perform the services required under this contract and possesses or shall obtain all requisite licenses and permits.

Tax Compliance Certification

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Employment Security Contributions and Compulsory Workers' Compensation Insurance Pursuant to MGL C.151A, S.19 and MGL C.152, the Contractor certifies with all laws of the Commonwealth relating to payments to the Employment Security System and all Commonwealth laws relating to required worker's compensation insurance policies.

(Signature)

Margaret B. Coffin, CEO

Center for Living & Working, Inc.

(Date)

2/28/19

ATTACHMENT B: SCOPE OF SERVICES

Town of Grafton

ADA Self-Evaluation and Transition Plan

Task 1. Self-Evaluation

Task 1.A. Orientation/Initial Meeting. The Consultant shall have an initial orientation meeting with the Town Administrator or his designee and the ADA Coordinator/Zoning Enforcement Officer review the project goals and objectives.

Task 1.B. Collection and Review of Existing Available Information. The Consultant shall obtain all existing available information from the appropriate municipal officials and departments including existing access-related studies; a listing of all departments, programs, services, facilities, and municipal-owned properties; all written policies and operating practices of municipal departments and staff; general communications; and existing employment practices of each municipal department.

Task 1.C. Conduct follow-up meetings with municipal departments and staff. Based on the outcome of Task 1.B, meet with department heads, staff, and boards or commissions (School District not included) as needed for clarification as well as to discuss potential recommended changes in policies, procedures, practices, etc.

Task 1.D. Complete draft Self-Evaluation. Based on the results and interaction from Tasks 1.A - 1.C, as well as the on-site assessments, prepare draft Self-evaluation report inclusive of recommended policies and procedures. Submit 10 copies of draft Self-Evaluation to the Town.

Task 2. Transition Plan (Municipal Buildings – est. 4 (8 including Alternates) buildings/facilities)

Facilities: Municipal Center, South Grafton Community House, South Grafton Library, Nelson Memorial Library.

Alternates: Fire Stations #1-#4. (Priced separately in Attachment “C,,).

Task 2.A. Conduct Facility Site Assessments. Conduct field assessments of all municipal buildings and facilities to identify physical obstacles that limit accessibility. Specify structural and non-structural methods to barrier removal including general cost estimates.

Task 2.B. Complete Draft Transition Plan. Complete draft Transition Plan of all municipal buildings. Submit 10 copies of draft plan to the town for review and comment.

Task 3. Transition Plan (Active Recreational Sites and Facilities - est. 11 sites)

Facilities: Grafton Town Common/Bandstand, Silver Lake Beach, Airport Park, Brookmeadow Park, Ferry Street/Fisher Park, Norcross Park, Perry Hill Park, Nelson Park, Riverview Park, Mill Villages Park, Brush Dump Facility.

Task 3.A. Conduct Facility Site Assessments. Conduct field assessments of all active recreational sites and facilities including school playground to identify physical obstacles that

limit accessibility. Specify structural and non-structural methods to barrier removal including general cost estimates.

Task 3.B. Complete Draft Transition Plan. Complete draft Transition Plan of all active recreational sites and facilities. Submit 10 copies of draft plan to the town for review and comment.

Task 4. Transition Plan (Sidewalks and Curb Ramps)

Task 4.A. Conduct Facility Site Assessments. Conduct field assessments of all sidewalks and curb ramps along the Town's main corridors to identify physical obstacles that limit accessibility. Specify structural and non-structural methods to barrier removal including general cost estimates.

Task 4.B. Complete Draft Transition Plan. Complete draft Transition Plan of sidewalks and curb ramps. Submit 10 copies of draft plan to the town for review and comment.

Task 5. Meetings and Public Presentations

Task 5.A. Make ongoing revisions to plan as required after meeting with town staff to review draft plan. The consultant will be expected to interact with local officials and department heads as necessary to perform the desired scope of work.

Task 6. Final Plans and Reports

Task 6.A. Prepare Draft Final Reports. Complete final accessibility plan including Self-Evaluation, Transition Plan, policies and procedures, including prioritization of implementation activities based on need and local input. Submit 10 copies and 1 electronic copy of the final report to the town.

Task 6.B. Conduct Public Presentation. Make a final presentation of the ADA Self-Evaluation and Transition Plan as part of a formal public meeting to the Board of Selectmen.

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Attachment A: Price Quote Submission

**Town of Grafton
ADA Self-Evaluation and Transition
Plan**

Refer to Attachment B of the Solicitation for Task Descriptions

ADA Self-Evaluation & Transition Plan		
	TASK	PRICE
	1	\$3,900
	2	\$6,800
	3	\$7,575
	4	\$900
	5	\$1,500
	6	\$3,800
	7	
OVERALL PRICE (Including Alternates)		\$27,400
OVERALL PRICE (Excluding Alternates)		\$24,475

Note 1: This RFQ Response acknowledges Addendum #1 issued February 27, 2019.

Note 2: Alternate Price for the 4 listed Fire Stations is \$2,925.

Note 3: Should the Town of Grafton opt to include the Police Station to be assessed, add \$1,725 for a Grand Total including Alternates to be \$29,125.

SUBMITTED BY:

Name/Title: Margaret B. Coffin, CEO – Center for Living & Working, Inc.

Signature: Margaret B. Coffin

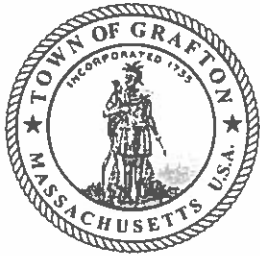
Date: 2/28/19

4 (i) NEW BUSINESS – FIRE DEPARTMENT STUDY COMMITTEE

The Board will be asked to approve the Fire Department Study Committee Charge. The suggested amendments from prior meetings have been incorporated.

MOTION:

I move the board vote to approve the Fire Department Study Committee charge as presented.



OFFICE OF THE BOARD OF SELECTMEN

30 Providence Road
Grafton, MA 01519
(508) 839-5335
BOSGroup@grafton-ma.gov
www.grafton-ma.gov

*Sargon Hanna, Chairman
Craig Dauphinais, Vice Chair
Jennifer Thomas, Clerk
Bruce Spinney, III
Edward Prisby*

Adopted: March 19, 2019

BOARD OF SELECTMEN CHARGE

NAME: Fire Department Study Committee

MEMBERSHIP: 9 members
One member of each Fire Company (3 total), Two members in leadership positions with the Fire Department, One member of the Board of Selectmen
Three Members-At-Large

TIMETABLE: To begin upon appointment for a 1-year term or until the Committee has met its charge and disbanded by the Board of Selectmen. Expected that the charge will take 6-9 months to complete.

Section 1. The Board of Selectmen shall establish and appoint a committee to be known as the Fire Study Committee, composed of 7 members as described above. Members should have some experience and knowledge with public safety operations.

Section 2. The Committee shall review the Fire Staffing Study Report completed by Municipal Resources Inc. (MRI) The Committee shall analyze the objectives and recommendations made in the report (attached to this document). Committee shall recommend and prioritize the implementation of these recommendations and present such findings to the Board of Selectmen.

The Committee shall consider the following strategy in reviewing the report:

- Approach recommendations strategically and in a systematic manner.
- Use them as the basis for the development of a long-range strategic plan for change and improvement.
- Break them down into reasonably sized components. Categorize them as short- term and long-term and/or high-priority and low-priority. This will allow a clear implementation plan to emerge that considers things such as which items can be accomplished within existing resources, and which items will require additional funding and/or time to accomplish in the coming years.

- Refer to them when making various recommendations, check them off as they are accomplished, revise the plan as necessary moving forward just making sure to maintain forward progress and most importantly, recognize the positive achievements publicly.

Section 3. The Committee shall hold at least two (2) public hearings prior to submitting their findings to the Board of Selectmen to hear concerns, questions or other recommendations from the community on this matter. There will be others who have an interest in these meetings that are not able to serve on the committee. Every attempt should be made to include comments from those who attend meetings. The easiest way to ensure this is to include a “public comment” section on each agenda.

Section 4. Findings shall be presented at a formal meeting of the Board of Selectmen and written recommendations for implementation should be provided. The Board will discuss and decide on a path forward in consultation with the Town Administrator.

Attached to this document are the MRI objectives and recommendations that were a part of the staffing study report. This document will be made available electronically to all members of the committee.

March 19, 2019

Sargon Hanna, Chairman

Craig Dauphinais, Vice Chairman

Jennifer Thomas, Clerk

Bruce Spinney, III

Edward Prisby

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7 (a) DISCUSSION – GRAFTON SUSTAINABILITY COMMISSION

The Board will be continuing their discussion and review of the charge for the Grafton Sustainability Commission



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Bruce Spinney
Edward Prisby*

March 19, 2019

**BOARD OF SELECTMEN
CHARGE**

NAME: Grafton Sustainability Commission

MEMBERSHIP: 13 Members
Two members of each School Committee, Finance Committee and Board of Selectmen

7 Members of the community to be appointed by Board of Selectmen, Finance Committee and School Committee.

TIMETABLE: A report shall be completed on or before February 28, 2020 and its findings and reports shall be made publicly available.

Be it resolved that the Grafton Board of Selectmen hereby establish the formation of the Grafton Sustainability Commission (GSC), an advisory committee which shall include thirteen total members, including two members of each the School Committee, Finance Committee, and Board of Selectmen. The School Committee and Finance Committee shall determine their members at their sole discretion. Those six members shall constitute the GSC's Executive Committee, and are empowered to appoint by majority vote seven additional members of the Grafton community as they see fit to accomplish the committee's charge.

The GSC will be advisory in nature, and is charged with assisting in planning for additional tactics and strategies to improve the Town's operational efficiency and effectiveness in future fiscal years including the functions of the Executive and School Committee branches of Grafton's government. The GSC will do so by helping to define the choices facing Grafton with respect to municipal and educational service levels and their long term funding requirements and identify, within this context, innovative ways of increasing short-and long term operational efficiency and effectiveness, and identify new or enhanced

Charge
Grafton Sustainability Commission
(GSC)

sources of funding for Town services. The GSC will provide research, comparables, forecasts, and ultimately will provide Grafton with key information that Grafton government can draw upon to make key long term fiscal decisions in the future.

The GSC will, with the assistance of the Town Administrator's office and the Superintendent's office, research benchmarking, income analysis, and spending analysis, to ultimately determine and make recommendations upon the sustainability of the services that Grafton residents rely upon.

March 19, 2019

Sargon Hanna, Chairman

Craig Dauphinais, Vice Chairman

Jennifer Thomas, Clerk

Bruce Spinney, III

Edward Prisby

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Charge
Grafton Sustainability Commission
(GSC)